

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA

WILLIAM H. CARTER,

Plaintiff,

v.

NCO FINANCIAL SYSTEMS,

Defendant.

CASE NO. 3:11-CV-00107-DHB-WLB

DEFENDANT, NCO FINANCIAL SYSTEMS, INC.'S,
ANSWER AND AFFIRMATIVE DEFENSES

Defendant, NCO Financial Systems, Inc. (NCO), through counsel and pursuant to the Federal Rules of Civil Procedure, submits this Answer and Affirmative Defenses to the Amended Complaint filed by Plaintiff, William H. Carter (Plaintiff), and states:

JURISDICTION

1. NCO admits the allegations in Paragraph 1 for jurisdictional purposes only.
2. NCO denies the allegations in Paragraph 2.

PARTIES

3. Upon information and belief, NCO admits the allegations in Paragraph 3.
4. NCO admits that it has an office located at 507 Prudential Road, Horsham, Pennsylvania. Except as specifically admitted, NCO denies the allegations in Paragraph 4.

VENUE

5. NCO denies the allegations in Paragraph 5 for lack of knowledge or information sufficient to form a belief therein.
6. NCO denies the allegations in Paragraph 6 for lack of knowledge or information sufficient to form a belief therein.

GENERAL ALLEGATIONS

7. NCO denies the allegations in Paragraph 7 for lack of knowledge or information sufficient to form a belief therein.

8. NCO denies the allegations in Paragraph 8 for lack of knowledge or information sufficient to form a belief therein.

9. NCO admits that it pulled a copy of plaintiff's credit report in a lawful attempt to collect a debt. Except as specifically admitted, NCO denies the allegations in Paragraph 9.

10. NCO denies the allegations in Paragraph 10 for lack of knowledge or information sufficient to form a belief therein and as calling for a legal conclusion.

COUNT I

**VIOLATION OF THE FAIR CREDIT REPORTING ACT (FCRA),
15 U.S.C. § 1681 WILLFUL NON-COMPLIANCE BY DEFENDANT
NCO FINANCIAL SYSTEMS**

11. NCO reasserts the foregoing as if fully incorporated herein.

12. NCO denies the allegations in Paragraph 12 for lack of knowledge or information sufficient to form a belief therein and as calling for a legal conclusion.

13. NCO denies the allegations in Paragraph 13 for lack knowledge or information sufficient to form a belief therein and as calling for a legal conclusion.

14. NCO denies the allegations in Paragraph 14 as calling for a legal conclusion.

15. The FCRA speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, NCO denies the allegations in Paragraph 15.

16. The FCRA speaks for itself and is the best evidence of its contents. To the extent that plaintiff states otherwise, NCO denies the allegations in Paragraph 16.

17. NCO denies the allegations in Paragraph 17 for lack of knowledge or information sufficient to form a belief therein.

18. NCO denies the allegations in Paragraph 18 for lack of knowledge or information sufficient to form a belief therein.

19. NCO admits that its records reflect that it received correspondence from plaintiff dated October 28, 2011, but relies upon the original correspondence as the best evidence of its contents.

20. NCO admits that its records reflect that counsel for NCO contacted plaintiff in a lawful attempt to obtain information. Except as specifically admitted, NCO denies the allegations in Paragraph 20.

21. NCO admits First Premier Bank placed an account in Plaintiff's name for collection. Except as specifically admitted, NCO denies the allegations in Paragraph 21.

22. NCO denies the allegations in Paragraph 22 for lack of knowledge or information sufficient to form a belief therein.

23. NCO denies the allegations in Paragraph 23.

24. NCO denies the allegations in Paragraph 24.

PRAYER FOR RELIEF

25. NCO denies that plaintiff is entitled to the relief sought.

DEMAND FOR JURY TRIAL

26. The allegations in Paragraph 26 are not directed towards NCO and do not require an affirmative response. To the extent that an affirmative response is required, NCO denies that plaintiff is entitled to a jury trial.

AFFIRMATIVE DEFENSES

1. Plaintiff has not stated a claim upon which relief may be granted.
2. NCO denies any liability; however, regardless of liability, Plaintiff has suffered no actual damages as a result of NCO's purported violations.
3. One or more claims asserted by Plaintiff are barred by the statute of limitations, laches, estoppel, waiver and/or unclean hands.
4. Assuming Plaintiff suffered any damages, he has failed to mitigate his damages or take other reasonable steps to avoid or reduce his damages.
5. Any harm suffered by Plaintiff was legally and proximately caused by persons or entities other than NCO that were beyond the control or supervision of NCO or for whom NCO was and is not responsible or liable.
6. At all times NCO has complied with its duties under the FCRA, 15 U.S.C. §1681, *et seq.*

WHEREFORE, Defendant, NCO Financial Systems, Inc., requests the Court dismiss this action with prejudice and grant it any other relief that the Court deems appropriate.

HALL, BOOTH, SMITH & SLOVER, P.C.

/s/ Glen E. Jones

Glenn E. Jones

Georgia Bar No. 612374

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CERTIFICATE OF SERVICE

I hereby certify that on April 30, 2012, I electronically filed the foregoing: **Defendant NCO Financial Systems, Inc.'s Answer and Affirmative Defenses** with the Clerk of Court for the Southern District of Georgia by using the CM/ECF system. I also certify that I have mailed by United States Postal Service the document and a copy of the Notice of Electronic Filing to the following non-CM/ECF participants:

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HALL, BOOTH, SMITH & SLOVER, P.C.

/s/ Glenn E. Jones

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